Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

AGREEMENT

BETWEEN

ZUM SF (SAN BERNARDINO)

AND

TEAMSTERS LOCAL 572

Affiliated with
International Brotherhood of Teamsters

October 11, 2024
Through
June 30, 2027

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

PREAMBLE

ARTICLE 1 - INTENT AND PURPOSE 1

ARTICLE 2 - RECOGNITION 1

ARTICLE 3 – UNION SECURITY 3

ARTICLE 4 – CHECK-OFF 4

ARTICLE 5 – MANAGEMENT RIGHTS 5

ARTICLE 6 – NO STRIKE-NO LOCKOUT 6

ARTICLE 7 – SHOP STEWARDS AND UNION REPRESENTATIVES 6

ARTICLE 8 – SENIORITY AND PROBATION 7

ARTICLE 9 – LAYOFF/RECALL FROM LAYOFF 10

ARTICLE 10 – CATEGORIES OF EMPLOYEES 11

ARTICLE 11 – BID NOTIFICATIONS, ROUTE WORK ASSIGNMENTS AND FILLING VACANCIES 14

ARTICLE 12 – GRIEVANCE PROCEDURE 19

ARTICLE 13 – DISCIPLINE AND DISCHARGE 22

ARTICLE 14 – CHARTER TRIPS AND ASSIGNMENT OF WORK 25

ARTICLE 15 – UPGRADING 28

ARTICLE 16 – HOURS OF WORK AND OVERTIME FOR DRIVERS AND ATTENDANTS 28

ARTICLE 17 – HOURS OF WORK - MECHANICS 33

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

ARTICLE 18 – PARK OUTS 34

ARTICLE 19 – UNIFORMS 34

ARTICLE 20 – TOOLS FOR MECHANICS 36

ARTICLE 21 – MECHANICS - SCHEDULING, TRAINING & CERTIFICATIONS 38

ARTICLE 22 – NEW TECHNOLOGY 39

ARTICLE 23 – HEALTH AND SAFETY 40

ARTICLE 24 – ACCIDENT REVIEW COMMITTEE (ARC) 42

ARTICLE 25 – GENERAL CONDITIONS 43

ARTICLE 26 – SAVINGS CLAUSE 47

ARTICLE 27 – TERM OF AGREEMENT 48

APPENDIX A – TABLE OF WAGE RATES 49

APPENDIX "B" – EMPLOYEE BENEFITS 54

APPENDIX "C" – INITIAL SENIORITY 70

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

PREAMBLE

This Collective Bargaining Agreement, effective October 11, 2024, is entered into between ZUM SF – San Bernardino, (hereinafter referred to as "the Company" or "the Employer") and Teamsters Local 572 (hereinafter referred to as "the Union") (collectively "the parties").

ARTICLE 1 - INTENT AND PURPOSE

The parties hereto enter into this Collective Bargaining Agreement ("Agreement") for the purpose of maintaining harmonious and peaceful labor conditions and establishing methods for a fair and peaceful adjustment of disputes that may arise between the parties. Both parties pledge to cooperate with each other in good faith in the enforcement of the terms of this Agreement. Both parties desire to provide uninterrupted operations to the clients we serve and to provide a secure and productive work environment to the employees of the Company.

ARTICLE 2 - RECOGNITION

Section 1 – **SCOPE OF THE UNIT**: The Company recognizes the Union as the sole and exclusive bargaining agent for all full-time and regular part-time drivers, driver trainers, driver state instructors, attendants, and mechanics employed at the Company's facilities located 1942 North I Street, San Bernardino, California 92405, 879 East Santa Fe Street, San Bernardino, California 92408 and/or any employees providing transportation services to the San Bernardino City Unified School District.

Except in a bona fide emergency, only a bargaining unit member shall perform the work described in this article. Excluded from the bargaining unit are all office clerical employees, dispatchers, professional employees, guards, and supervisors as defined in the act.

This recognition is not transferable to any other labor organization without the express, written consent of the Company. If the Union or any subdivision of the International Brotherhood of Teamsters should transfer such recognition without

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

the express, written permission of the Company, and majority of vote of the members of the bargaining unit, this labor agreement shall be voided, and the Company shall subsequently have no obligation to recognize the Union or that labor organization to which such transfer is made.

Section 2 – **WORK AT OTHER TERMINALS:** Drivers assigned to the above terminals in Section 1, may be required to do work that is normally performed by drivers at other terminals covered under other collective bargaining agreements with Teamsters Local 572 provided:

a) There are no volunteers for the work, and there is no other reasonable way of covering the work at the non-covered terminals.

b) Any such work performed for San Bernardino City Unified School District (SBCUSD) or other customers shall be performed out of the driver's currently assigned terminal provided that the equipment available is compatible with the assigned work.

c) The assigned work does not require the driver to be involved in a labor dispute.

d) The Company agrees to meet with the Union to negotiate the terms for all out-of-town work, including but not limited to the duration of the assignment, guaranteed work hours, daily per diem, and travel/hotel accommodations (if applicable); such work is strictly voluntary for employees.

Section 3 – **ADDITIONAL WORK DEFINED:** For the purposes of this Agreement the following definitions shall apply.

"Additional Work" – Routes not assigned to any terminal covered under this Agreement on the effective date of the Agreement which are contracted to ZUM SF by a customer for whom the Company presently performs services under this Agreement. Additional work includes routes that are assigned to the Company as a result of the Company's acquisition of another school bus contractor.

Section 4 – **ADDITIONAL WORK:** Additional work contracted to ZUM SF, by the San Bernardino City Unified School District shall be assigned to a terminal covered under this Agreement. The work will be assigned on a basis of geographic proximity of the first pick-up point to the nearest existing terminal, unless

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

SBCUSD requires that a particular route is assigned to particular terminal or there is no available space at the nearest terminal. The Company agrees that it will not refuse to assign such work to a terminal covered under this Agreement solely to avoid the obligations of this Agreement.

Should the Company establish a new terminal as a result of its receipt of additional work such new terminal shall be covered under this labor agreement. A new company facility shall be considered a "new terminal" unless it is in close geographic proximity to an existing terminal, and it is integrated operationally and administratively into the existing facility.

Section 5 – **NEW WORK**: The Company shall be required to meet with the Union to amend (but in no way reduce) any provision of Appendix A, that it may deem necessary to successfully bid for and obtain new work in addition to the work being performed by the bargaining unit employees on the effective date of this Agreement. An employee becoming a member of the bargaining unit as the result of this new work shall be covered by all the terms and conditions of this Agreement. The Union agrees to cooperate in assisting the Company in obtaining such new work.

ARTICLE 3 – UNION SECURITY

Section 1 – **UNION SHOP**: It shall be a condition of employment that an employee of the Employer covered by this Agreement who is a member of the Union in good standing shall remain a member in good standing and that and employee who is not a member of the Union on the effective date of this Agreement shall become a member not later than the thirty-first (31st) day after the effective date of this Agreement, or thirty-one (31) days after their first day of paid employment, whichever is later. Employees shall remain a member in good standing for the term of their employment with the Company.

Section 2 – **UNION NOTIFICATION:** The Company agrees to notify the Union of all new employees hired before the employee starts to work and immediately of all employees leaving the Company's employment. On the monthly seniority list (Article 8, Section 1C), the Company shall designate employees beginning a formal leave of absence (LOA) or returning from an LOA.

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

Section 3 – **NEW HIRES**: When a new or additional employees are needed, the Company shall choose between applicants nominated by the Union and any other applicants on the basis of their respective qualifications for the job, and no applicants will be preferred or discriminated against because of membership or non-membership in the Union.

Section 4 – **ENFORCEMENT:** In the event an employee, due to their own negligence, fails to apply for or maintain their membership in the Union, the Union may give the Company notice of this fact, and within seventy-two (72) hours after receipt of such written notice the service of such employee shall be terminated by the Company.

Section 5 – **NON-DISCRIMINATION**: No member of the Union shall be discharged or discriminated against for upholding Union rules or principles or doing work for the Union, provided the employee's job performance is not affected.

ARTICLE 4 – CHECK-OFF

Section 1 – **APPLICATION:** The Company, when hiring new employees, shall require such employees to complete and sign a Union membership/check-off authorization application, which will be provided to the Company by the Union. Completed membership applications shall be mailed to the Union immediately.

Section 2 – **DEDUCTIONS:** The Company will deduct and remit to the Union initiation, re-initiation fees, special assessments, and monthly dues for employees who have executed and furnished the Company with a Union membership/check-off authorization application for the Union, as referenced in Section 1.

Section 3 – **BILLING:** The Union will submit to the Company periodic billings based on the current (CHR) payroll processing calendar or any subsequent processing calendar employed by the Company. Such billings will indicate the amount to be deducted from the wages of each employee covered by this Agreement pursuant to the check-off authorization form signed by the employee.

The Company will deduct any funds so billed and remit them to the Union no later than five (5) business days following the date of said deduction. Any amount billed

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

by the Union shall be deducted from employee wages paid the first and second pay periods of the month. In the event an employee has earning insufficient to satisfy any amount billed by the Union, a supplemental billing will be provided to the Company for deduction during the next regularly scheduled pay period.

Section 4 – **REMITTANCE:** With each remittance the Company shall submit a report listing all employees alphabetically. Included on this report will be the social security number, job classification, current wage rate, and the amount, if any, which was deducted for each employee. Employees who have not voluntarily authorized deductions shall be listed on this report but will reflect no deduction; it shall be the responsibility of these employees to arrange payment to the Union in order to comply with Article 3 of this Agreement.

Additionally, by no later than the 15th of each month, the Company will provide the Union with a current list of all active and inactive employees. This list will be arranged alphabetically and shall include each employee's name, social security number, job classification, address, telephone number, company code, payroll ID number, hire date, seniority date, hourly, wage rate, and, if applicable, any status change with effective date (LOA, termination, transfer, pay rate change, and hire).

Section 5 – **INDEMNIFICATION:** The Union shall indemnify and hold the Company harmless against any and all claims, demands, suits, or other forms of liability of any kind, which may arise out of, or by reason of, actions taken by the Company for purpose of complying with this Article or Article 3, Section 4.

ARTICLE 5 – MANAGEMENT RIGHTS

Section 1 – **MANAGEMENT RIGHT CLAUSE:** Nothing contained in the Agreement shall be construed as a limitation on the right of the Company to exercise the normal, regular functions of management, including but not limited to, the right to hire, promote, direct the work of and lay off employees, to discipline and discharge employees, schedule working hours, overtime and working days, make and enforce work rules, establish an employee handbook which may provide standards of operation and performance are vested exclusively in the Company except as expressly limited and set forth in writing in this Agreement.

Section 2 – **SIGNIFICANT CHANGES:** Each party acknowledges that it has had the full opportunity to bargain over the employee's terms and conditions of

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

employment. Significant changes to any other terms and conditions of employment not addressed in the Agreement, may only be changed by mutual consent of the parties.

ARTICLE 6 – NO STRIKE-NO LOCKOUT

Section 1 – **UNAUTHORIZED STRIKE ACTION:** Under no circumstances shall strikes, sympathy strikes, picketing, stoppages of work, walkouts, slow-downs, or interference with work directed at the Company, be ordered, sanctioned, permitted, or enforced by the Union, its officials or agents, or engaged in, encourage, or assisted by the employees during the life of the Agreement.

In the event of any concerted activity against the Company proscribed under the above paragraph, the Union, shall promptly and publicly state that such activity is not authorized by the Union and demand and encourage the employees to cease and desist from such activity. Any employee who engages in, encourages, or assists in such activity shall be subject to discipline, up to and including termination of employment.

Section 2 – **SANCTIONED PICKET LINES:** It shall not be a violation of this Agreement, and it shall not be cause for discharge, disciplinary action or replacement in the event an employee refuses to enter upon any property involved in a lawful primary labor dispute, or refuses to go through or work behind any lawful primary picket line, including the primary picket line of the Union party to this Agreement and including lawful primary picket lines at the Company's place(s) of business, or refuses to go through a picket line due to concerns for their safety, or the safety of their passengers, provided such lawful primary picket line(s) are sanctioned by Teamsters Joint Council No. 42.

Section 3 – **NO LOCK OUT** The Company will not lock out its employees.

ARTICLE 7 – SHOP STEWARDS AND UNION REPRESENTATIVES

Section 1 – **SHOP STEWARDS DESIGNATED:** The Company agrees to recognize Stewards as appointed by the Union. There shall be no more than three

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

(3) Stewards and one (1) alternate Steward at each location during the life of this Agreement. The Union shall promptly notify the Company in writing of the identity of the Stewards and in the event of a change in any Steward.

Section 2 – **SHOP STEWARDS DUTIES AND LIMITATIONS:** The Stewards may assist in the investigation, presentation, and settling, of grievances; however, Stewards shall have no authority to alter, amend, or in any way change this Agreement.

Stewards shall not be discriminated against in discharging duties assigned them by the Union. Shop Stewards have no authority to take strike action or any other work stoppage interrupting the Company's business, except as authorized by official action of the Union. Shop Stewards may not conduct Union Business during working hours unless authorized by the Company. Such authorization shall not be denied unreasonably. Stewards may receive pay from the Company for their participation in Step 2 of the grievance procedure, providing however, such pay shall be limited to two (2) hours per pay period per month.

Section 3 – **UNION VISITATION:** A duly authorized representative of the Union will be permitted to visit the premises of the Company at reasonable times for the purpose of transacting any business of the Union. However, the representative shall first make their presence known to the location General Manager or their designee.

Section 4 – **TIME OFF:** An officer of the Union shall be given time off to attend Union meetings upon receipt of adequate notice from the Union unless it is impossible to obtain a replacement. Such time shall not be paid but shall be considered as time worked for all other purposes under this agreement.

ARTICLE 8 – SENIORITY AND PROBATION

Section 1 – **TERMINAL SENIORITY/SENIORITY RIGHTS:**

a) **COMMERCIAL DRIVERS, MECHANICS, AND ATTENDANTS:** The Company shall recognize seniority* rights from the employees' first (1st) day of employment or date of transfer into the bargaining unit covered by this

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

Agreement. If more than one (1) employee begins work on the same day, the employee's seniority position will be determined by alphabetical order, last name.

Driver trainees, who are not currently in the bargaining unit in another classification, shall use their CHP certification date as the date they become part of the bargaining unit.

*The establishment of the initial seniority list is addressed in Appendix "C".

b) **NON-COMMERCIAL DRIVERS:** A separate seniority list will be maintained for non-CDL Drivers. The Company shall recognize the seniority rights of non-CDL Drivers based on their first (1st) day of employment or date of transfer from another Company terminal into the bargaining unit covered by this Agreement. If more than one (1) non CDL-Driver begins work on the same day, the employee's seniority position will be determined by alphabetical order, last name.

c) By the 15th of each month, the Company shall post, in a conspicuous place, a Seniority List of all employees identified in Section 1 (a) and 1(b) of this Article. The Seniority List shall be arranged in the order of seniority and classification at each of the Company locations represented by the Agreement. An updated copy of each Seniority List shall be sent to the Union and Shop Stewards by the fifteenth (15th) of each month.

Section 2. – **SERVICE CREDIT TRANSFER:** Employees who transfer into this bargaining unit from other Company school bus operations may be credited with service with the Company for the purpose of wage rate progression and benefits only, and not for advancement in placement on the terminal seniority list or bidding rights.

Section 3 – **PROBATIONARY PERIOD**: New employees shall be on probation until completion of forty-five (45) calendar days of service from the date of last hiring as a driver/mechanic/attendant. During this probationary period, such

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

employees shall be considered as being on trial subject to immediate dismissal at any time at the sole discretion of the Company. Discharge or discipline during the probationary period shall not be subject to Article 12-Grievance Procedure. Upon completion of forty-five (45) calendar days, an employee shall enjoy seniority status per Section 1 of this Article.

Section 4 – **SENIORITY BROKEN:** An employee's seniority shall be broken so that no prior period of employment shall be counted, and the employee's seniority shall cease upon:

a) Justifiable discharge;
b) Voluntary quit;
c) Absence for three (3) consecutive working days without notifying the Company;
d) Absence due to layoff or a personal leave of absence exceeding twelve (12) months or two (2) years for a leave due to on-the-job illness or injury;
e) Failure of employee to return to work upon recall within five (5) working days after receipt of written notice from the company at the employees last known address appearing on official company records;
f) Failure of an employee to maintain any part of required certifications and/or credentials required for their assigned position. An employee, who through no fault of their own, does not receive appropriate and/or required classroom instruction/training, behind the wheel training, or is not permitted a sufficient opportunity to test twice (2 times) prior to expiration, shall not lose seniority. Employees in this category shall also receive compensation for all lost work hours. Exceptions will also be made for extenuating, bona fide, verifiable medical leaves of absence or emergencies;
g) Seniority will be lost when an employee performs work for a company other than ZUM SF during any leave of absence without express permission of the Company and Union.

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

ARTICLE 9 – LAYOFF/RECALL FROM LAYOFF

Section 1 – **LAYOFF OF DRIVERS AND ATTENDANTS ONLY:**

a) The layoffs of drivers and attendance will be determined by classification and seniority; the employee with the least amount of seniority in each classification shall be laid off first.
b) Displaced Commercial Drivers and Attendants will be allowed an opportunity to bump the most junior person in a Non-Commercial Driver classification and will receive the rate of pay of that classification.
c) Employees who are bumped due to the layoff and as a result are not qualified to operate the equipment available for the assignment, will be given 90 calendar days to upgrade/qualify for the work or be subject to layoff.
d) The recall of laid-off employees shall be in reverse order of the layoff.

Section 2 – **LAYOFF MECHANICS ONLY:** When a reduction in force is necessary. The employee in each classification with the least seniority date shall be laid off first. Employees occupying those jobs will be allowed to bump the most junior person in a lower classification and will receive the rate of pay of that classification. Senior employees replacing junior employees who have been laid off shall be given forty (40) hours to demonstrate their qualification on the job. Recall of laid-off employee shall be in reverse order of layoff by classification.

Section 3 – **RECALL FROM LAYOFF:** An employee duly notified by the company to return to work from layoff must return to work within five (5) working days of receipt of such notice or be considered terminated. A copy of such notice shall be simultaneously sent to the union.

Seniority, as referenced in this Article, shall be Terminal Seniority as defined in Article 8, Sections 1a and 1b.

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

ARTICLE 10 – CATEGORIES OF EMPLOYEES

Section 1 - CATEGORIES OF EMPLOYEES: Employees performing work for the Company under this Agreement shall be classified as follows:

(a) **Attendant** – An employee that assists the bus driver with the movement, management and care of students while they are being transported to an assigned destination, as well as when they are boarding or leaving the vehicle. And attendant shall bid on routes that are required to have an attendant with a driver.

(b) **Behind the Wheel (BTW) Trainer (Delegated)** – An employee that has been delegated by the State DOE, who is certified to provide behind the wheel instruction and evaluation of drivers.

(c) **Cover Driver** – An employee in a bid position at a specifically assigned location. A cover driver must meet all SBCUSD and/or other customer(s) contractual requirements and is qualified to cover all driving assignments and to drive all equipment. Employees who have been disqualified by the Customer to drive any route or work assignment may not be a Cover Driver.

i. Cover Drivers, when required, may perform staff, clerical or other non-bargaining unit work during their scheduled stand-by time, provided that no cover driver shall be permitted to perform any staff, clerical or other non bargaining work to avoid their place in the rotation. It is agreed that while a Cover Driver is performing work in a Cover Driver capacity, the employee shall be paid the Cover Driver rate with applicable differential for all hours worked.

ii. An employee who bids as a Home to School (H-T-S) or Dedicated Trip Driver and is used to perform cover driver work, shall not receive anything less than the cover driver daily guarantee and differential for that work.

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

iii. An employee who bids as a regular H-T-S Attendant and is utilized to perform standby Attendant work shall not receive anything less than the standby attendant daily guarantee.

(d) **Trip Driver** – A bus driver who is qualified to perform charter work but whose primary work is H-T-S. A qualified trip driver may be assigned extra-curricular trips or charter work on an intermittent basis, provided the driver is qualified and available for the work assignment and has signed up on the weekday or weekend Charter rotation list. H-T-S routes prevail in the assignment of work. Employees who have signed up on either list must make themselves available for work assignments on the Charter Trip weekday and/or weekend rotation list.

(e) **Dedicated Charter/Trip Driver** – An Employee in a bid position who reports to the terminal each day and is assigned conflicting/non-conflicting charter and extra-curricular trips as their primary work duties.

i. A Dedicated Charter/Trip Driver may be assigned charter duties seven (7) days a week

ii. A Dedicated Charter/Trip Driver may be required to cover home to school routes as necessary

iii. Employees must bid for a Dedicated Charter/Trip Driver position at the Fall Route Work Assignment Bid Day or when an assignment becomes available.

iv. A Dedicated Charter/Trip Driver must meet all school District contractual requirements and be qualified to drive all equipment.

v. Dedicated Charter/Trip Drivers are required to keep and maintain a daily trip mileage/hours log book.

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

(f) **Home to School Driver (H-T-S)** – An employee who bids or is assigned to a regular school bus run who must report to the terminal each day.

(g) **Lead Attendant** – An attendant who assists in the orientation and training of new attendants. Lead Attendants may be assigned to ride with new attendants, assigned to a route, or cover routes that do not have an assigned attendant.

(h) **Non-CDL Driver** – An employee who is not required to hold a Commercial Driver's License and/or other credentials necessary to operate a school bus. However, this employee is required to possess a valid California Driver License, with at least a Class "C" endorsement. This employee may be required to operate a company vehicle.

(i) **Pre-Trip Trainer** – A qualified driver that has been designated by the Company to demonstrate and provide proper methods and training to other employees necessary to perform a pre-trip for a school bus, which includes identification of engine components, instruments, and brakes (hydraulic or air).

(j) **Standby Attendant** – An employee who does not have a regularly assigned route and is used to hold down or cover assignments in the absence of a regular H-T-S attendant. These employees shall not receive less than a seven (7) hour minimum daily guarantee.

(k) **State School Bus Instructor (Certified)** – An employee who is trained and certified by the State Department of Education (DOE) and is responsible for the development of an effective school bus driver training program, assessment of trainees and employees, preparation and instruction of classroom lesson plans, behind wheel training, certification/re-certification of employees and instruction related to California laws, regulations, and rules governing passenger transportation.

(l) **Maintenance Tech I, Maintenance Tech II, and Lead Mechanic** – Employees who inspect, service, and repair the Employer's vehicles. The Lead

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

Mechanic may provide technical advice and provide technical supervision over subordinate employees on their shift.

(m) **Unassigned School Bus Driver or Attendant** – An employee assigned to hold-down an assignment, or an employee not yet assigned a route, but who is required to report to the terminal each day. An unassigned driver or attendant shall not serve as a cover driver or standby attendant but may temporarily be assigned to hold down a vacant route, or a route where the driver is on leave of absence.

Section 2 – **Changes or New Classifications** – Prior to changing or establishing new classifications within the bargain unit, the Company will meet with the Union and agree on the changes, responsibilities, duties and wages for the existing or new classification.

ARTICLE 11

BID NOTIFICATIONS, ROUTE WORK ASSIGNMENTS AND FILLING VACANCIES

Section 1 – **NOTIFICATION OF INTENTION TO RETURN:** An employee intending to return to the Company at the start of the fall school year, shall on a form provided by the Company for such purpose, notify the Company of their intention to return, no later than fourteen (14) days after receipt of such form. An employee may notify the Company by certified mail postmarked no later than the 14th day after receipt of the return-to-work (RTW) form or in person on a sign-on list maintained at the Company's facility. An employee so notifying the Company shall be considered a Qualified Returning Employee under this Article. An employee failing to do so shall be considered an Unqualified Returning Employee under this Article.

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

Section 2 – **PRE-BID MEETING:** Prior to each required Bid. The Company shall meet with the Union. And review bid procedures and bid issues. Bid procedures will be strictly followed during the Bid.

Section 3 – **NOTIFICATION OF ROUTE/WORK ASSIGNMENT BID:** The Company shall notify each Qualified Returning Employee of the date of the fall and/or Summer Work Assignment Bid Day by U.S. mail; unless confirmed electronically by other written communication. Work Assignment Bid Day shall be held as soon as is practicable after routes and assignments have been determined by the Company and the School District. The employee is responsible for notifying management of changes of address or phone number.

Section 4 – **UNQUALIFIED RETURNING EMPLOYEE:** An Unqualified Returning Employee may report on Route/Work Bid Day but shall not be allowed to exercise seniority to bid on a route assignment until all present Qualified Returning Employees have bid on or have been assigned routes. An Unqualified Returning Employee must be fully qualified and licensed to perform all of the work involved in the assignment for which they are bidding. If more than one (1) Unqualified Returning Employee reports on Route/Work Bid Day, their bidding order, relative to one another, shall be determined by seniority.

Section 5 – **REVIEW OF ROUTES:** All routes and work assignments shall be subject to review and reassignment as provided in this Article. The Company will determine the number of bid periods and their frequency based upon its legitimate business needs, and the desires of its contracting entities; provided, however, all work assignments will be bid no less than once a year, and all summer assignments shall be subject to bid.

Rebidding of route work assignments are subject to the same notification requirements listed in Section 3 of this Article.

Section 6 – **BIDDING ROUTE WORK ASSIGNMENTS AND VACANCIES:** All route work assignments and vacancies shall be filled as provided in Sections 7–13 of this Article.

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

Section 7 – **POSTING OF ROUTES PRIOR TO BID:** All routes to be bid that are in the possession of the Company forty-eight (48) hours prior to the bid, will be posted no later than twenty-four (24) hours prior to the fall bid. Routes received within twenty-four (24) hours of the bid shall be posted at least one hour prior to the start of the bid. It shall be understood that all route work assignments posted are subject to change as business necessitates. However, no new routes shall be added to the bid once the proctor officially begins the bid.

Additional routes that become available during or after the bid will be made available in accordance with the provisions in Section 12 of this Article.

Section 8 – **ROUTE ASSIGNMENT & BIDDING:** A Qualified Returning Employee who reports as instructed on Bid Day, and all new employees shall be allowed to bid on available routes and work assignments in order of seniority; provided, however, that an employee must be fully qualified and licensed to perform all of the work involved in the assignment for which they are bidding, and all required in-service hours must be current.

Section 9 – **ASSIGNMENT OF REMAINING WORK:** Any work remaining unassigned following the application of the procedures provided in Sections 5-11 of this Article may be assigned by the Company to any employee not yet assigned a route in seniority order.

Section 10 – **UNASSIGNED DRIVER:** An employee who has not been assigned a fixed route or work assignment as provided in this Article shall be classified as an Unassigned Driver.

Section 11 – **HOLD-DOWN ASSIGNMENTS (Protected/Unprotected Leave):** An employee on an approved personal medical leave of absence, Worker's Compensation or a certified protected statutory leave of absence for twelve or less continuous scheduled work weeks, shall be allowed to resume their fixed route assignment upon the employee's return. This route shall be assigned to the appropriate class of employee in the cover driver, unassigned driver, or standby

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

attendant classification as a Hold-Down during his/her absence. Employees in this category become an unassigned driver/attendant beginning the first scheduled workday of the thirteenth (13th) continuous work week of absence.

No employee on protected leave shall lose their route assignment.

Section 12 – **MID-YEAR ROUTE OPENINGS**:

(a) If a route or vacancy becomes available for any reason during or after the fall or summer bid, the assignment(s) shall be posted each week by the Company for bid at all locations where eligible bargaining unit employees park their assigned vehicles.

(b) New and existing route assignment vacancies shall be posted for bid on the first day of each week by 12:00 noon for four (4) working days, and then removed. During this weekly bid period, employees may submit a proxy bid, listing selections in order of the preference of the assignment desired.

(c) Prior to the official award of the weekly proxy bid for vacancies, a Shop Steward shall be present to observe, and review bid proxies submitted.

(d) All qualified and appropriately licensed employees shall be eligible to bid and such bid shall be awarded by seniority. No employee may bid off of his/her existing route more than two (2) times during a bid period.

Section 13 – **SIGNIFICANT CHANGE IN WORK:** Evaluation of significant changes by the Customer, Company, or other significant reason not mentioned in this section shall be based on the average daily route (ADR) times (route standard), which shall be based upon the second work week in which the route was operated.

A. CAUSE FOR SIGNIFICANT CHANGE: An employee's work assignment is considered significantly changed when one or more of the following reasons have occurred:

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

1. The route has been consolidated or deleted by the Customer or Company;
2. The route has increased or decreased one (1) hour or more per day, or five (5) hours or more per week from the route standard (ADR), excluding time changes within the guarantee;
3. The primary receiving school(s) or trips have changed;
4. The adjusted route now has more than two (2) splits;
5. The type of bus assigned to the route has changed (ambulatory, wheelchair, or transit or air brakes);
6. The employee is not qualified to drive the new equipment assigned to the route.

B. SIGNIFICANT CHANGES – MOST SENIOR AFFECTED EMPLOYEE: The senior employee affected by (A) of this section shall, within five (5) days of notification by the Company of the change, exercise his/her seniority to select a vacant route or displace a less senior employee in the same classification, whose route time is equal to or less than the affected route.

C. DISPLACEMENT OF LESS SENIOR AFFECTED EMPLOYEE: The less senior employee displaced as provided in (A) of this Section may, subject to qualification and park out restrictions, elect to:

1. Assume the route vacated by the more senior employee in subsection (A) or select any vacant route;
2. Exercise his/her seniority to displace any employee with less seniority who has an assigned route with equal or less route time than that of the affected route; or
3. Be an Unassigned Driver/Attendant assigned to a vacant route or hold down by the Company per Sections 9 and 11 of this Article.
4. The third (3rd) employee affected by the initial displacement shall assume the vacated route or be assigned by the Company. If no routes are vacant, the employee will become unassigned and subject to the provisions of Sections 9 and 11 of this Article.

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

D. NEW ROUTES OR ROUTE VACANCIES: If a new route is added, or becomes vacant, such route shall be treated as a Mid-Year Route Opening and posted as such in accordance with provisions of Section 12 of this Article.

ARTICLE 12 – GRIEVANCE PROCEDURE

Section 1 - **GRIEVANCE DEFINED:** A grievance shall be defined as a claim by an employee or by the Union that the Company has violated this Agreement.

Section 2 - **GRIEVANCE PROCEDURE:** The grievance procedure provided herein shall be the sole and exclusive remedy for an alleged grievance under this Agreement and the result achieved through the application of this procedure shall resolve a grievance for all purposes. Only an employee covered by this Agreement, or the Union may file a grievance under this Agreement, and such grievance shall be processed as follows:

(a) **REQUIRED INFORMAL DISCUSSION:** Before filing a formal written grievance under Step One, a grievant must attempt to resolve the dispute by presenting the grievance orally to the immediate location General Manager or their designee and discussing the grievance with the location General Manager or their designee. However, the written grievance must be filed within the time limits in subsection (b) of this section (whether or not the grievant is able to utilize these informal efforts).

(b) **STEP ONE** - The aggrieved employee must present the grievance, in writing, to the Shop Steward and the Company, specifying the nature of their grievance and/or the provision of the Agreement allegedly violated within fifteen (15) working days of the date on which they knew or reasonably should have known of the violation.

If a satisfactory adjustment is not reached with the location General Manager within fifteen (15) working days of filing the grievance, the Shop Steward

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

and the aggrieved employee shall submit such written grievance to the Union's Business Representative.

(c) **STEP TWO** - Within ten (10) working days after the later of the Company's unsatisfactory adjustment response or the expiration of the time limit for such response, the Business Representative shall take the matter up with the Area General Manager or designee with the authority to act on such grievance and a written decision must be given to the Business Representative within ten (10) working days. An agreement settling the grievance shall be reduced to writing and signed by the parties.

(d) **STEP THREE** - Within ten (10) working days after the later of the Company's unsatisfactory adjustment response, or the expiration of the time limit of such response, the Business Representative shall take the matter up with the representative of the Company's Region Human Resources Manager, or designee, and a written decision must be given to the Business Representative within ten (10) working days. An agreement settling the grievance shall be reduced to writing and signed by the parties.

Section 3 - **GRIEVANCE ARBITRATION:** If the grievance is not resolved in the written response provided in Section 2(d) above, and if the Union has processed the grievance in strict adherence within the express time limits in this Article, the Union may file for arbitration. Such filing must take place not later than thirty (30) calendar days after the date on which the written response from the Company is due under Section 2(d).

(a) **Selection of the Arbitrator:** The arbitrator shall be appointed by the Company and the Union.

(b) **Arbitrator Limitations:** The arbitrator shall have no authority to:

1. add to, delete from, amend or in any way disregard any of the terms of this Agreement;

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

2. accept for submission any issue other than a factual question as to whether or not the Agreement has been violated by the Company;

3. fashion a remedy in any grievance in which they fail to find that the alleged provision of the Agreement has been violated by the Company;

4. accept for submission or render an award in a grievance in which the specific procedures of this Article, including the express time limits at each step, have not been adhered to;

5. fashion a remedy in any grievance that is inconsistent with any of the terms or conditions of one of the Company's revenue contracts; or

6. fashion a remedy in any grievance in which back pay is awarded retroactively, for more than fifteen (15) workdays prior to the date on which the grievance was filed.

(c) **Specific Steps For Filing:** The specific steps provided for this Article, as well as the time limits for each, are intended by the parties to be followed strictly in all cases, except when either party shall have timely notified the other in writing, of the need to extend these time limits for bona fide reasons. Any deviation from the specific steps and time limits, except as provided for in this paragraph, shall result in the grievance being barred for all purposes.

(d) **Arbitrator Compensation:** The compensation of the Arbitrator shall, in all cases, be borne equally by the parties.

(e) **Workday Defined:** For purposes of this Article 12, a workday shall be defined as Monday through Friday, except federal and state holidays, and days on which the Company does not provide service to its customers.

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

ARTICLE 13 – DISCIPLINE AND DISCHARGE

Section 1 - **JUST CAUSE:** Employees may be disciplined or discharged only for just cause.

Section 2 - **SUMMARY DISCHARGE:** Just Cause grounds for summary discharge shall include, but shall not be limited to, drunkenness or drinking or carrying intoxicating beverages or drugs on the job; refusal to take a drug test as referenced in Article 25 (General Conditions), Section 3 (Drug and Alcohol Policy) of this Agreement; dishonesty; serious violation of reasonable posted Company rules; willful, careless use of equipment; abuse of equipment, and insubordination.

Section 3 - **PROGRESSIVE DISCIPLINE:** Except as provided in Section 2 of this Article, the Company shall not discharge an employee unless the employee has been given at least two (2) written warning notices for the same or a similar offense within the past twelve (12) months. The Company may suspend an employee without pay as an element of progressive discipline; provided, however, all such disciplinary suspensions shall be imposed with as much uniformity and consistency as is practical relative to the facts giving rise to the discipline. No employee will be disciplined in an abusive manner. Written warnings shall be removed after 12 months, provided that there is not a similar incident during the period.

Section 4 - **CUSTOMER REMOVAL:**

(a) If the Company is notified by the Customer of its intention to remove an employee from a route or to disqualify the employee from working for the Customer, the Company will notify the employee and union representative or steward promptly, and of any scheduled meeting with the Customer. Upon request, the Union will be given the opportunity to meet with the driver and the Company prior to the Company's meeting with the Customer regarding the matter. The purpose of this meeting is to assist the Company in formulating its position before the Customer. However, it is understood that the Company shall not be required to delay its meeting with the Customer in order to first meet with the Union. If the Customer maintains its position on

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

the removal of the employee, the Company will meet with the Union to decide the status of the employee. The Union will be given a copy of the directive requiring the removal of the employee. Should the Company decide to discipline the employee, such disciplinary action is subject to the Grievance Procedure. However, the requirement to remove the employee will not be subject to the Grievance Procedure. If the Customer has an appeal procedure, the Company shall inform the Union and the employee that such procedure exists at the time the employee is informed of their removal by the Customer.

(b) If an employee is pulled from service by the Customer or Company and is later completely exonerated, the Company shall pay the employee for all time lost. All employees shall receive their normal pay and benefits during any investigation by the Company, which may lead to the imposition of discipline.

(c) The Company shall advise employees of their right to union representation whenever the Company meets with the employee to conduct investigatory interviews or administer disciplinary action. If the employee's action or behavior was partly responsible for the removal, then the Company shall determine the appropriate discipline, if any.

Section 5 - **CUSTOMER REMOVAL OF DEDICATED CHARTER AND CHARTER DRIVERS:** If the Company is required to remove a driver from a charter trip by the Customer's request, the Company agrees to discuss the matter with the Customer to attempt to adjust the problem and will notify the Union immediately. If the Customer maintains its position on the removal of the driver, the Company will meet with the Union to decide the status of the employee and if necessary, formulate a mutually agreed upon response to the Customer to attempt to reinstate such employee. Upon request, the Union will be given a copy of the directive requiring the removal of the driver. Should the Company decide to discipline the employee, such disciplinary action is subject to the Grievance Procedure. However, the requirement to remove the driver will not be subject to the Grievance Procedure.

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

A H-T-S or Cover Driver on the Weekday or Weekend Charter Work Roster who has been removed two (2) times from a charter by the Company and/or customer shall be removed from the Charter Work Roster and shall not be eligible to be placed back on the Roster for a period of six (6) months and will be required to attend re-training through the Charter Workshop. A Dedicated Charter Trip Driver removed from Charter Work may be assigned to a H-T-S route assignment by the Company, provided the employee was not permanently removed from all work for the customer.

Section 6 - **USE OF VIDEO OR AUDIO:** The parties agree that all vehicles may be equipped with video and/or audio equipment. The Company will not randomly review audio, video data or other electronic monitoring devices for the purposes of seeking out policy violations. This shall not however preclude the Company from reviewing video as a part of a verifiable investigation in response to an incident, accident, complaint or other directly observed issue. Further, arbitrary use of such equipment shall be subject to the grievance and arbitration procedure.

Section 7 - **UNION NOTIFICATION**: When an employee is issued a warning, disciplined, suspended, or discharged, the employee and representing Shop Steward shall be notified in writing by the Company and the Union will be provided the information by email, promptly upon their effective date.

Section 8 - **EMPLOYEE NOTIFICATIONS:** At the time of employment, the Company shall provide each employee with a copy of: (a) the Company Employee Handbooks (National and California addendum), (b) all required State or local Rules and Regulations, and (c) Charter Handbook, if applicable, (d) Meal Waiver Form, and (e) a copy of this Agreement.

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

ARTICLE 14 – CHARTER TRIPS AND ASSIGNMENT OF WORK

Section 1 - CHARTER WORK AND FIELD TRIP SIGN-UP:

(a) A qualified employee wishing to be considered for charter/field trip work assignments shall sign up on the weekday and/or weekend charter/field trip work rosters maintained by the Company.

(b) These lists will be posted at the beginning of the fall semester for the regular school year and again immediately prior to the end of the regular school year for summer opportunities. The weekday and weekend charter work roster for sign-up shall remain posted in the Dispatch area for five (5) working days after each initial posting for continued employee sign-ups. The initial lists will be removed at the end of business on the 5th day, and a copy provided to the Union and Shop Steward.

(c) The initial order of names on either of the charter work rosters shall be by straight seniority.

(d) Opportunities to work shall be offered on a rotating basis.

(e) An employee added after the list has been established and the rotation begun shall be added in the least advantageous position (*at the bottom of the weekday or weekend rotation list*). In addition, if an employee is added to the list when the assignments are offered at or near the bottom of the list, the employee shall be skipped one (1) complete trip assignment rotation cycle before being eligible to receive a trip.

Section 2 - CHARTER WORK AND FIELD TRIP NOTIFICATION:

All relevant details of the opportunity shall be included in the announcement. A copy of all daily trip assignments and the charter work weekday and weekend rosters will be posted in a visible location. The Company shall post charter work and field trip opportunities within 48 hours of notification, except for last-minute trips (booked 24 hours or less, or changes made the day of), which shall be posted the day of the trip in a conspicuous location in the driver's room and in the Dispatch office. Once notified of a trip, a driver will have three (3) hours to respond and confirm acceptance. All trips scheduled for the following day shall be posted no later than 4:00 PM. Trips for Saturday, Sunday, and Monday shall be posted by 2:00 PM on Friday.

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

The shop steward will notify the Company immediately if there is a discrepancy between the trip assignment list and the charter weekday or weekend work rotation lists.

Section 3 - **ASSIGNMENT OF CHARTER WORK:** All trip assignments will be based on the following:

(a) Qualifications and training for work assignment.
(b) Geographic proximity of pick-up or drop off point.
(c) Availability of equipment.
(d) Customer request (will prevail).
(e) Dedicated Charter/Trip Drivers will be offered any conflicting charter/extra-curricular work first (*Monday through Friday*) by rotating seniority and availability. The longest trip will be offered daily to the Dedicated Charter/Trip Driver at the top of the rotation list, and then offered to each subsequent Dedicated Charter/Trip Driver.
(f) On Weekends, Dedicated Charter Trip drivers will be offered work assignments first, by rotation and seniority.
(g) Any remaining trips shall be offered in the appropriate charter rotation list (weekday or weekend) to the next qualified and available employee. This process will continue until all trips have been assigned. The Company is not required to offer trip or work assignments opportunities to an employee unless the opportunity does not interfere with the employee's regular home-to-school route or the lawfully allowed daily or weekly on-duty work hours.
(h) Employees who did not sign up for the weekday or weekend charter/trip rotation list may not be offered a trip until the weekday or weekend rotation lists have been exhausted.
(i) An employee whose name appears on the charter work roster may notify the Company in writing their intention to remove their name from the roster for thirty (30) days without penalty; provided, however, such notice may not be exercised by a driver to avoid an already-assigned charter work opportunity. Such notice shall become effective on the fifth (5^{th}) working day following its receipt by the Company. An updated copy of the charter work roster shall be posted in a conspicuous place at all work locations.

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

(j) An employee offered a charter work assignment may accept or decline the offer; however, they shall be charged with a turn on the appropriate rotation list even if they decline the offer.

(k) In the event all employees on the charter work roster decline the opportunity, the driver at the bottom of the appropriate rotation list shall be directed to accept the work opportunity.

Section 4 - **LAST MINUTE TRIPS:** Last-minute trips will be assigned to the next available and qualified driver based on the Union terminal seniority list.

Section 5 - **TEMPORARY REMOVAL FROM CHARTER WORK:** Drivers that reject charter work or field trips on three (3) consecutive rotation cycles will be removed from the respective trip rotation for ninety (90) days. In addition, drivers that accept and then later decline trips three (3) or more times over three (3) months will be removed from the respective trip rotation for ninety (90) days.

Section 6 - **CANCELLED CHARTER ASSIGNMENTS:**

a. Weekday Charter Trip Cancellations - An employee who is canceled from a Weekday Charter assignment will receive no less than their daily guarantee.
b. Weekend Charter Trip Cancellations - Employees canceled after arrival to work, enroute to, or at the pickup location shall receive no less than four (4) hours pay for the day or actual time, whichever is the greater. This assignment will count as a turn on the weekend rotation list.
   An employee who is cancelled from a Weekend Charter prior to arriving to work or the scheduled trip date, will be assigned to the top of the weekend rotation the following weekend. If there is more than one cancellation, employees canceled in this category will be offered the longest trip(s) in seniority order before resuming the weekend rotation order.
c. Special trip assignments will count as a turn on the appropriate rotation list.

Section 7 - **CHARTER LOGBOOKS:** A daily logbook is required for all Charter Drivers. The Company shall provide a daily logbook to each Charter Driver.

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

Section 8 - **CHARTER WORK RECORDS:** A shop steward or other authorized Union official shall be permitted to reasonably request and examine the charter scheduling logs or other related documents for the purpose of investigating and/or resolving an existing or potential grievance provided such request is made upon advance notice to the location General Manager and does not affect the operation of the business.

ARTICLE 15 – UPGRADING

UPGRADING: Drivers will be upgraded (familiarization on larger equipment) on a voluntary basis and such training time will be paid for by the Employer. The number of employees to be upgraded will be determined by the Employer. Employees will be offered in seniority order, the opportunity to upgrade during their license renewal, provided they are objectively determined to be qualified by: driving record, attendance, physical condition, skills and ability. The Company will notify the employee and the Union of the disqualification of any employee who has applied, subject to review through the grievance procedure. Nothing in this section shall prevent the Company from offering additional opportunities to drivers to upgrade or to require drivers to upgrade when necessary. Should drivers be *required* to upgrade they will be required to do so in inverse seniority. Employees will be allowed a maximum of forty (40) hours for any upgrade training.

ARTICLE 16 – HOURS OF WORK AND OVERTIME (FOR DRIVERS AND ATTENDANTS)

Section 1 - **REGULAR WORKDAY:** The regular workday shall be determined by the requirements of the transportation schedule developed by the Company and/or its revenue customers.

CDL drivers may not work more than 60 hours in seven (7) continuous workdays.

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

Section 2 - **REGULAR WORK WEEK:** The regular work week will normally be Monday through Friday for all Drivers and Attendants.

Section 3 - **DESIGNATION OF SHIFT:** An employee's time shall start when they sign on at the kiosk in the dispatch office or picks up their bus at the terminal or any other permanent parking place. An employee's time shall end when they return to said terminal or parking place, completes any assigned post-trip activity; including required daily bus reports, incident/accident reports or other necessary paperwork and signs out. Employees may not sign on to work (either through electronic means or by starting assigned duties) more than two (2) minutes in advance of the employee's designated start time, except as specifically directed by a supervisor or manager. An employee may be required by the Company to submit a written report to explain and document extra work. The Company shall provide affected employees with written notice of scheduled route changes as soon as possible.

Section 4 - **LUNCH PERIOD:**

a. The Company will provide an unpaid and uninterrupted 30-minute off-duty meal period if an hourly employee works more than five (5) hours per day. The 30-minute off-duty meal period should be taken before the end of the fifth hour of work. Hourly employees are required to record their 30-minute off-duty meal periods.

b. Employees who have a split shift (example: AM and PM routes) need not record their meal so long as the non-duty period between the shifts is 30 minutes or longer, and the employee does not work five (5) hours or more during either shift. In this situation, the 30 minutes provided and not recorded due to the break in time between routes is treated under California law as a meal period. This requirement is "exempt" if an employee has a signed meal waiver on file. Employees with a meal waiver on file may work up to six (6) hours continuously before an unpaid 30-minute meal period is required.

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

c. The Company may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived. Unless the employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. Employees with a meal waiver on file may work up to twelve (12) hours continuously before the second unpaid 30-minute meal period is required.

d. The parties agree that an "on-duty" meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty. The employee is to notify the Company in writing of the reasons which prevented the lunch period from being taken.

e. If unusual circumstances prevent an employee from taking an unpaid meal period, the Company shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided, and the meal periods will not be deducted. The employee is to notify the Company in writing of the reasons that prevented the unpaid meal period from being taken.

f. The Company shall notify employees in the written Meal Waiver agreement that the employee may, in writing, revoke the agreement at any time.

g. MEAL WAIVER: If the total work period per day is no more than six (6) hours, the meal period may be waived by mutual consent of the Company and the hourly employee. Employees who wish to waive their meal periods must sign an approved waiver form. This waiver is good for the duration of employment unless withdrawn at the request of the employee (please refer to Industrial Welfare Commission, Transportation Industry Wage Order 9 - Meal Periods, for application of the meal waiver). All employees will be notified and offered an opportunity to sign a meal waiver form.

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

Section 5 - **GUARANTEED HOURS (DRIVERS AND ATTENDANTS):** If an employee does not absent themself for any part of their scheduled shift, they shall not receive less than five and one-half (5 ½) hours pay for each day of work. There shall be no more than one split per day for this guarantee.

An employee who performs a mid-day trip who reports to work as scheduled at the time of their shift and does not absent themself from any part of the shift shall be guaranteed two (2) hours of work or pay for an A.M. pull, two (2) hours of work or pay for a P.M. pull, and two (2) hours of work or pay for a mid-day trip. There shall be no more than two splits per day for this guarantee.

Splits for all assignments may not be less than 30 minutes.

The limitation on the number of splits above shall not apply where:

1. The employee knowingly bids on a route that is posted with more than the splits) noted above; or
2. The employee voluntarily accepts additional work after the bid that may result in an additional split.

A Dedicated Charter/Trip Driver who reports to work as scheduled at the time of their shift and who does not absent themself from any part of the shift shall be guaranteed a total of five and one-half (5 ½) hours of work or pay in a workday.

A Cover Driver who reports to work as scheduled at the time of their shift, and who does not absent themself from any part of the shift shall be guaranteed a total of seven (7) hours of work or pay in a workday, plus the appropriate differential on Appendix A. During paid time, bargaining unit work will be assigned at the discretion of the Company on a rotational basis. Cover Drivers shall rotate work assignments at the beginning of each new pay period.

An active Trainer (BTW, or State Instructor) who reports to work as scheduled at the time of their shift, and who does not absent themself from any part of the shift shall be guaranteed a total of eight (8) hours of work or pay in a workday at the

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

appropriate rate for the time actually performing BTW or State Instructor duties pursuant to Appendix A.

Employees selected by the Company to perform driver training full-time (dedicated trainers) will be guaranteed eight (8) hours of pay for each regular workday. During paid time, work will be assigned at the discretion of the Company.

Section 6 - **OVERTIME:** An employee shall be paid time-and-one-half (1½) times the straight-time rate of pay in effect for all hours of work, when the total of all hours worked exceeds eight (8) hours in a workday or forty (40) hours in a work week, whichever is greater. There shall be no pyramiding of daily or weekly overtime.

All daily hours worked more than twelve (12) hours per day will be paid at double their straight-time hourly rate of pay.

Section 7 - **CHECK-OUT AND CLEANUP TIME:** A Driver shall perform and document a pre-trip inspection on their assigned vehicle(s) each day prior to beginning their first pull in each assigned vehicle(s).

A Driver shall also remove all trash or other material left behind by passengers at the end of their workday. Ten (10) minutes per day shall be allowed and paid for cleanup activity for the first vehicle to which the driver is assigned, and an additional ten (10) minutes for each additional vehicle to which they are assigned, providing the driver furnishes the Company with documentation that the work has been performed as provided in this section. With authorization from the Company, an assigned bus attendant may assist the driver with cleanup activities.

Section 8 - **DRY RUNS:** A Driver assigned a Dry Run, shall receive pay at their straight-time rate of pay.

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

ARTICLE 17 – HOURS OF WORK - MECHANICS

Section 1 - **REGULAR WORKDAY:** The regular workday for a Mechanic will normally consist of eight (8) hours.

Section 2 - **REGULAR WORK WEEK**: The regular work week will normally be Monday through Friday. However, during critical start-up periods, mechanics may also be required to work weekends.

Section 3 - **OVERTIME:** A Mechanic shall receive time-and-one-half (1 ½) their straight-time hourly rate of pay for all hours worked in excess of:

a) Eight (8) hours in a single day, or
b) Forty (40) hours in a single week.

All daily hours worked more than twelve (12) hours per day will be paid at double their straight-time hourly rate of pay.

Section 4 - **LUNCH AND REST PERIODS:** A Mechanic will receive a one-half (1/2) hour unpaid lunch period commencing not less than three (3) nor more than five (5) hours after the commencement of a scheduled workday of six (6) hours or more. A Mechanic shall receive two (2) fifteen (15)-minute rest periods during an eight (8)-hour workday, one (1) during each half of such workday.

Employees in these classifications may submit a Meal Waiver; see Article 16, Section 4 (d through g).

Section 5 - **CALL BACK PAY:** If a Mechanic is called after work hours to perform emergency work during a time when they are off duty and have left the facility, the employee shall be guaranteed a minimum of four (4) hours work or pay.

Section 6 - **WEEKEND/HOLIDAY OVERTIME:** All weekend/holiday overtime work shall be offered by seniority, with a minimum guarantee of four (4) hours.

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

Section 7- **GUARANTEE:** Except as specifically provided in Sections 5 & 6 of this Article, Mechanics shall be guaranteed eight (8) hours each scheduled workday, or forty (40) hours in a single week.

ARTICLE 18 – PARK OUTS

Section 1 - **PARKOUTS:** The Company shall determine when and if to provide an employee with a vehicle "Park Out" at their residence, rather than to keep the vehicle at a Company facility.

Section 2 - **PARKOUT AGREEMENT:** Employees assigned a park out, must sign the Company's Park out agreement. Refusal to do so or any violation of such agreement will result in the loss of parkout privileges and may subject the employee to disciplinary action.

Section 3 - **MAINTENANCE SHUTTLING OF "PARKOUTS":** An employee allowed to "Park Out" as provided in this Agreement shall be required to drive their vehicle to a Company facility for maintenance work as directed. The driver will be compensated for all time required for this activity.

Except in an emergency, the Company shall notify the driver of a scheduled vehicle maintenance requirement, not later than 12:00 noon on the preceding workday.

ARTICLE 19 – UNIFORMS

Section 1 - **DRIVERS/ATTENDANTS:** The Company shall issue a newly hired employee five (5) new uniform shirts before or upon the completion of the probationary period provided in Article 8, Section 3 of this Agreement. At the beginning of each subsequent school year, the Company shall issue a returning employee up to three (3) new uniform shirts as needed to replace worn shirts. An

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

employee issued a uniform item under this Article shall wear such item at all times when on duty and shall be responsible for laundering and ironing uniform items.

Section 2 - **UNIFORM PANTS - DRIVERS/ATTENDANTS:** Drivers and attendants shall furnish at their own expense and wear black pants/shorts and shoes which must be clean and well-maintained and be in good taste and reflective of the unique and sensitive nature of the working environment and the service provided and shall be subject to the approval of the Company and the Company's dress code.

Section 3 - **SAFETY VESTS:** A Safety Vest shall be provided by the Company and replaced as necessary.

Section 4 - **NON-ISSUE ATTIRE**: All non-issue items of attire worn by an employee while on duty, including shoes, hats, jackets, sweaters, belts, and jewelry or insignia must be clean and well-maintained and be in good taste and reflective of the unique and sensitive nature of the working environment and the service provided and shall be subject to the approval of the Company and the Company's dress code. If the customer agrees, the Company may allow employees to wear, at the employee's expense, non-uniform T-shirts (e.g., to coincide with school spirit Fridays, etc.).

Section 5- **MECHANICS:** The Company shall provide to a Mechanic covered by this Agreement eleven (11) uniforms and two (2) jackets. Mechanics shall wear such uniforms when on duty. The Company shall be responsible for obtaining and maintaining a shop linen service to pick up, launder and return uniforms on a regular basis, and the Mechanic shall be responsible for making their uniforms available for laundering.

Section 6 - **BOOT ALLOWANCE/MECHANICS ONLY:** The Company shall provide a boot allowance to a Mechanic covered by this Agreement of $250 per contract year, to be paid in March and the Mechanic shall wear OSHA-approved boots with leather uppers and an oil resistant sole while on duty.

Section 7 - **COMPANY PROPERTY**: Uniform items shall at all times remain the property of the Company and an employee shall return all uniform items in the

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

event of termination of employment. If an employee does not return any uniform item upon termination the Company shall have the right to deduct the Company's cost for such uniform item. The Company's cost for uniform items not returned shall be that amount to replace the item or, if the item is provided by a uniform service, that amount charged the Company by the uniform service.

ARTICLE 20 – TOOLS FOR MECHANICS

Section 1- **TOOLS REQUIRED:** A Mechanic shall, as a condition of being assigned to a classification covered by this Agreement, own and make available for their own use at the Company's place of business a full inventory of hand tools necessary to perform the work required

In the event a mechanic's tool is broken during the normal course of business, the Company shall replace such tool with like tool quality provided the tool was being used for its intended purpose and not under the manufacturer's warranty. Tools covered under a manufacturer's warranty will be the responsibility of the employee to seek replacement; however, the Company shall replace such tools in the event the manufacturer refuses replacement and documentation of such is presented to the Company.

Section 2 - **TOOL SECURITY:** A Mechanic shall, as a further condition of being assigned to a classification covered by this Agreement, own and make available for their own use at the Company's place of business a suitable, locking toolbox which will hold and secure their full inventory of tools. A Mechanic shall be required to return all of their personal tools to their toolbox at the end of each shift and to secure and lock the toolbox.

Section 3 - **TOOL INVENTORY/RESTRICTIONS:** The Company and the Mechanic shall take an inventory of the tools of each Mechanic and the mechanic shall make a written accounting of all such tools with signed acknowledgment from the Maintenance Supervisor or General Manager. A Mechanic shall not be allowed to bring or keep tools on the Company's property that are not shown on

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

such written record. The Company reserves the right to order a Mechanic to remove any tool or other item from the Company premises if it deems such tool to be inappropriate or unnecessary to perform the required work.

Section 4 - **INDEMNIFICATION AGAINST LOSS:** In the event of a burglary or break in that is reported to and verified by local law enforcement officials, the Company shall, at its option, either replace or reimburse a Mechanic for tools stolen during such crime; provided that:

a) the Company shall not be required to replace or reimburse a Mechanic for a tool reported stolen during such crime that is not included on that Mechanic's written inventory;

b) the Company shall not be required to replace or reimburse a Mechanic for any unauthorized tool or other item stolen during such crime;

c) the Company shall not be required to replace or reimburse a Mechanic for any tool or other item stolen during such crime but not properly secured as provided in Section 2 of this Article; and

d) the Company shall not be required to replace or reimburse a Mechanic for more than a maximum of $30,000 as a result of such crime.

Section 5 - **COMPANY-PROVIDED EQUIPMENT AND TOOLS:** The Company shall provide all necessary equipment outside of hand tools to complete all assigned tasks.

Section 6 - **ANNUAL TOOL ALLOWANCE:** Employees will be paid a tool allowance of five hundred dollars ($500) per year. This allowance will be paid in the first full pay period each January. In the event an employee resigns employment with the Company prior to the end of the calendar year, the Company may withhold from the employee's final paycheck a prorated portion of the allowance for time remaining in that calendar year.

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

ARTICLE 21 – MECHANICS - SCHEDULING, TRAINING & CERTIFICATIONS

Section 1 - **SCHEDULING FOR MECHANICS:** Prior to the start of the new school year, work shifts shall be bid by seniority, and classification, as determined by management. The bid shifts shall be effective on the first revenue date of the school year.

Section 2 - **MECHANIC TRAINING AND WORK MANUALS:**

a) TRAINING: The Company shall provide training on all new equipment, systems and technology as soon as practical, but in no event later than ninety (90) days after implementation.

b) DIAGNOSTIC INFORMATION AND MANUALS: The Company shall make available a working computer, printer, up-to-date licensed, diagnostic software, as appropriate.

Section 3 - **ASE CERTIFICATION FOR MECHANICS:** Nothing in this contract shall prohibit the Company from implementing an ASE Certification program as it may be amended from time to time. In the event the Company implements an ASE Certification Program, it will provide two paid training sessions per year for all mechanics for ASE certification and will pay the ASE certification testing fee when a mechanic takes an ASE certification test for the first time.

Achieving certification under the ASE Certification Program shall not be a condition of employment for a mechanic.

Section 4 - **MASTER TECHNICIAN CERTIFICATION:** If a mechanic/ technician reaches a Master Technician Certification level under the ZUM SF authorized ASE certification program, the technician shall receive the $3.00 premium to their base wage rate. The Technician must maintain all ASE certifications for the Master Technician premium.

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

Technicians will be paid a $.50 premium for each ASE certification until attaining the ASE Master Certification level.

ARTICLE 22 – NEW TECHNOLOGY

The Parties recognize the importance of enhancing safety, increasing efficiency, and improving the quality of services provided to the Employer's customers. The Parties further recognize that technological advances, tools, and equipment are often used to further these objectives in the school bus and transportation industries.

Section 1 - **NEW TECHNOLOGY:** The Employer shall have the right to introduce and use technological advances, tools and equipment including, but not limited to, GPS, DriveCam, or similar technology, on board cameras (including CCTV), and time recording features. The Employer shall provide the Union with at least ten (10) days' advance notice prior to implementing any such new technological advances, tools and equipment to provide the Union an opportunity to discuss the changes before implementation.

Section 2 - **TAMPERING WITH TECHNOLOGY EQUIPMENT:** The implementation and use of GPS, DriveCam, or similar technology, on board cameras (including CCTV), time recording features, and other technological advances, tools and equipment may result in the discipline or discharge of employees when the evidence from such technology supports or establishes just cause for disciplinary action. Likewise, tampering with or disabling any technological tool may be grounds for discipline up to and including immediate discharge. The Union reserves the right to grieve discipline under the "just cause" standard of the Parties' Collective Bargaining Agreement in all cases in which the Employer takes disciplinary action against an employee relying in whole or in part upon evidence derived from or related to such technology.

Section 3 - **NOTIFICATION OF LIVE RECORDING**: The Company shall provide written notice to the Union and employees regarding live recording on

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

vehicles. The Company shall provide a visual or audio warning of such recording on each vehicle.

ARTICLE 23 – HEALTH AND SAFETY

Section 1 - **COMPANY:** The Company will provide a work environment that is free of recognized hazards that could cause death, injury, or illness, and will obey all legal requirements for the protection of the safety and health of employees and implement mitigation measures as necessary for accident/incident/illness prevention. To this effort, the Company also agrees to provide personal protective equipment such as masks, gloves or other protective equipment as necessary.

Section 2 - **EMPLOYEE RIGHTS:** No employee shall be disciplined or discriminated against in any way for refusing work that they reasonably believe in good faith to be immediately dangerous or for bringing health and safety problems to the attention of any person.

Section 3 - **UNION RIGHTS:** The Company recognizes the union's right to investigate grievances regarding safety and health conditions.

Section 4 - **UNION AND EMPLOYEE NOTIFICATION:** Management will provide affected workers and the Union with complete information on accidents, injuries, illnesses, and other information related to health and safety.

Section 5 - **SAFE OPERATION OF COMPANY VEHICLES:** Any employee who alleges that any vehicle is unsafe for operation shall do so by specifying in detail on their Daily Vehicle Inspection Report (DVIR), or alternative documentation process, the conditions which they feel make the vehicle unsafe to drive. The vehicle will be promptly inspected by a mechanic authorized by the Company, who will determine whether an unsafe condition exists.

a) If the mechanic determines that there is an unsafe condition, the unsafe condition will be immediately repaired, and the mechanic will certify and

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

document that the vehicle is safe for operation. Alternatively, the mechanic may remove the vehicle from service to perform necessary repairs. If this occurs the employee will be assigned an appropriate spare vehicle provided one is available.

b) If the mechanic certifies and documents that no unsafe condition exists as reported by the employee on the DVIR, or alternative documentation process, the employee shall be required to operate the vehicle. The driver will be provided with a copy of the service inspection certifying the vehicle is safe to operate. Should the driver refuse to do so, the driver shall be relieved from duty. Employees who make repeated unsubstantiated or frivolous claims regarding alleged unsafe conditions shall be subject to the disciplinary procedure.

c) If the mechanic determines that no unsafe condition exists as reported by the employee on the DVIR, or alternative documentation process, and the employee maintains his position that the vehicle is unsafe, but agrees to operate the vehicle, the employee shall not be held responsible for any accident which occurs as a direct result of the unsafe condition of which the employee previously complained and not otherwise preventable. In the event of a dispute between the Company and the Union as to whether the accident was a direct result of the unsafe condition and not otherwise preventable, the determination of the State Motor Carrier shall be controlling.

d) Under no circumstances will an employee be required to take out on the streets or highways any vehicle that is not in a safe operating condition or not equipped with the safety appliances prescribed by law. After the maintenance department has determined whether an unsafe condition exists and/or whether any repairs are needed, then the employee may request verification from the maintenance department that their complaint has been addressed.

Section 6 - **SHOP SAFETY:** If only one (1) technician is on duty, that technician will be limited to groundwork for safety reasons. No lifts, jack stands, jacks,

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

bumper jacks, tire jacks or hydraulic jacks may be utilized unless there is at least one other branch personnel present.

ARTICLE 24 – ACCIDENT REVIEW COMMITTEE (ARC)

Section 1 - An Accident Review Committee (ARC) shall be formed for the purpose of reviewing accident preventability decisions, when requested by an Employee subject to an accident-related termination. The ARC shall consist of three (3) bargaining unit employees appointed by the Local Union Business Representative, three (3) management employees appointed by the Company, and a Committee Chair, who shall be a neutral party jointly selected by the Company and the Union.

Section 2 - Accidents will be reviewed and investigated by the location Safety Manager, or designee, who will make the initial determination of preventability in each case. The Employee may appeal the decision regarding preventability within fifteen (15) calendar days, in writing to the ARC which will then meet to review the preventability determination only. The ARC shall not determine or review discipline questions. The ARC will render a written decision and present its findings to the Site Supervisor.

Section 3 - Each accident will be reviewed on the facts in that case only. In no case will the record of any Employee be discussed or revealed. The decision of the ARC may not be appealed to the Grievance Procedure; however, the Employee and the Union reserve the right to challenge the discipline rendered by the Company, including the facts surrounding the accident, through the Grievance and Arbitration procedure.

Section 4 - The ARC shall meet no later than thirty (30) calendar days following the date an appeal is filed, except for appeal of a preventability decision that resulted in discharge, in which case the ARC will meet to consider the appeal as soon as practical after the appeal is filed, but no later than fourteen (14) calendar days thereafter.

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

Section 5 - The ARC members shall be paid at their base wage rate for all hours in attendance.

Section 6 - Preventable Accidents and Injuries: The Union shall be provided with copies of all preventable accident reports. The Company agrees to discuss each accident with the Employee and the Union Business Representative or Steward if requested by the Employee.

Section 7 - If the ARC decides the accident was non-preventable, any associated discipline will be removed, and the employee shall be paid for all time lost from work.

ARTICLE 25 – GENERAL CONDITIONS

Section 1 - **BUS REQUEST**: The Company will consider driver requests for specific buses when assigning vehicles to routes; however, the Company reserves the right to move or reassign any vehicle at any time.

Section 2 - **COMPUTER TERMINALS:** At the fall bid, the Company will give employees an opportunity to opt in to receive a printed copy of their payroll earnings statements. A list of such employees will be provided to the Union. Employees may request to be added or removed from the list throughout the year. Additionally, the Company will provide employees with printed copies of payroll earnings statements and other work-related documents within ten (10) working days of such request.

Section 3 - **DRUG AND ALCOHOL POLICY:** In acknowledgement of the nature of the Company's operations and the very special and overriding safety considerations, the parties have adopted formal provisions for fitness for duty, drug and alcohol screening. Employees shall be paid for the actual time while taking a random drug test (this pay shall not be pyramided on top of guarantee pay). The Company shall provide employees subject to random drug test with a Company vehicle or transportation to the clinic.

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

Employees will have the option to use their own vehicle to go to the testing facility. These employees will be reimbursed mileage, and the Company will pay a minimum of one (1) hour for drug testing or the actual time; whichever is greater.

Section 4 - **ECONOMICS**: An employee covered by this Agreement shall be assigned to one of the classifications shown in Article 10 and Appendix A of this Agreement and shall be paid at the appropriate rate and receive the benefits provided in the appendices, which are attached hereto and expressly made a part of this Agreement.

Section 5 - **EMERGENCY SUPPLIES**: Should the Company require the employees to remove fire extinguishers, first aid kits, tablets or other supplies at the end of their run, the Company shall provide an appropriate place to store those supplies.

Section 6 - **EXPENSES:** The Company shall reimburse all drivers for telephone calls and pre-approved expenses incurred (unless incurred due to a bona-fide emergency) having a direct relation to operations.

Section 7 - **PREVAILING WAGE:** Any work performed by any driver under the jurisdiction of any other Teamsters Local Union shall be paid at the prevailing wage of that Local; however, at no time shall any driver receive less than the wage scale guaranteed such driver by this Agreement.

Section 8 - **MAINTENANCE OF BUSES**: Drivers of buses shall be required at all times to keep the windows and interior of their buses clean except where the bus is used on a charter trip by another driver in which case the other driver shall be responsible for the cleanliness of the other bus.

Section 9 - **MANDATORY MEETINGS**: The Company shall pay all mandatory Safety Meetings required by the Company at the revenue rate for a minimum of one (1) hour. For other mandatory meetings required by the Company, employees will be paid actual time at the revenue rate. If a mandatory meeting exceeds one (1) hour, the employee will be paid actual time.

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

Section 10 - **NON-DRIVING ASSIGNMENTS:** A sign-up sheet for extra work, non-driving assignments shall be posted daily unless previously assigned following the procedures below. All non-driving assignments which are not incidental to bus driving will be performed by an employee on a voluntary basis except for clerical work which may be assigned to an employee while the employees daily guarantee is in effect. When there are no volunteers for this work, assignments will be made in reverse order of seniority amongst qualified employees who are available in the driver/attendant room after such employees have been asked to volunteer.

Procedures for daily or long-term assignments:

a) A signup sheet shall be posted daily, in the drivers' room identifying the duration of the assignment, non-driving work to be performed and the desired qualifications;
b) Qualified employees shall be interviewed by the Company and selected based on seniority and qualifications. Employees who are not qualified or selected shall be notified by the Company;
c) Non-driving assignments shall be rotated by seniority among all qualified employees that have made themselves available.

Section 11 - **PAYCHECKS**: All paychecks will be distributed every other Friday. The paychecks distributed on Friday will cover all monies due to an employee through Friday of the preceding week, provided that the driver turns in time sheets within twenty-four (24) hours of service, and by the final payroll document submission deadline cutoff date for the most current payroll period. The Company will mail all paychecks not picked up by the employee on payday.

An employee who, after having submitted timesheets as provided in this Section, is shorted an amount of pay of twenty-five dollars ($25.00) or more shall receive those monies from the Company within seventy-two (72) hours of validating the disputed amount by direct deposit or separate check. If the employee requests a paper check for the pay shortage, the Company will mail a check to the employee's address on file within seventy-two (72) hours if validated before 11:00 A.M., otherwise, the employee will receive the check the following business day in order to allow for processing. A payroll discrepancy of less than twenty-five dollars

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

($25.00) will be corrected in the following week's paycheck. If the Employer fails to make payment available or it has not been received by the employee within seventy-two (72) hours, the employee will notify management in writing of the non-payment. The affected employee will be entitled to an additional amount equal to one-quarter (¼) of their daily guarantee at their applicable rate of pay for every full pay period, until corrected.

Section 12 - **SAFETY SEMINARS:** If the customer has one (1) unassigned day between semesters, the Company will pay each driver who attends a Company or customer Safety Workshop held on that day, for all hours in attendance at their current revenue rate with a minimum guarantee of four (4) hours. Employees will be paid at the appropriate revenue rate for all actual time spent attending the pupil management course or other required in-service by the customer.

Section 13 - **SPARE VEHICLES:** Whenever a spare vehicle which meets the client's route requirements is available at the terminal in question, the driver will be permitted to drive such spare vehicle until the dispute regarding the driver's regularly assigned vehicle is resolved. However, if a driver is involved in repeated disputes of this nature, the Union and the Company will meet with the driver to determine the legitimacy of the problem. In the event no problem is found, such driver may be subject to disciplinary action.

Section 14 - **START OF RUN:** Drivers will report to work and start their runs at times set by the Company.

Section 15 - **SURVEILLANCE CAMERAS IN BREAK ROOMS:** The Company shall not install any surveillance cameras in employee break areas.

Section 16 - **TOLLS:** All toll tickets and equipment issued to drivers shall be accompanied by a receipt signed by the driver, in order to avoid any disputes as to the amount owed by the driver.

Section 17 - **VEHICLE CAPACITY:** The capacity of all buses shall be determined in accordance with California Highway Patrol ratings for high school students.

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

ARTICLE 26 – SAVINGS CLAUSE

Section 1 - **SAVINGS CLAUSE:** Any part of this Agreement which conflicts with applicable City, State, or Federal laws or regulations, shall be considered invalid.

Such invalidity will not affect any other provision. Nothing contained in this Agreement is intended to violate any Federal or State laws, rules, or regulations made pursuant thereto. This is the exclusive Agreement between the parties.

Section 2 - **REVENUE CONTRACT:** The relevant provision of the revenue contracts) between the Company and its customers under which an employee of the Company performs work shall be incorporated by reference into this Agreement, to the extent only that such provisions impose terms, conditions, or requirements upon the Company and/or its employee that are not required under the terms of this Agreement. In a situation in which a provision of this Agreement conflicts with any of the provisions of such revenue contract, the parties shall meet promptly to resolve such conflict. In the event such conflict cannot be resolved by the parties, the terms of the revenue contract shall prevail. Nothing in this Section shall be construed as subjecting any of the terms of any of the Company's revenue contracts to the Grievance and Arbitration provisions of this Agreement.

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

ARTICLE 27 – TERM OF AGREEMENT

Section 1 – **EFFECTIVE DATE:** This Agreement shall be in force and effect from the date of ratification, October 11, 2024, through 11:59 PM on June 30, 2027.

Section 2 – **RENEWAL:** The Parties shall commence negotiations for a successor agreement not later than sixty (60) days prior to the expiration date, or any subsequent annual anniversary date. Either party may notify the other party of its desire to modify or terminate the existing Agreement.

In Witness thereof, the duly chosen representatives of the parties hereby affirm that they have authority to enter into this Agreement on behalf of themselves and their principles and hereto affix their hands.

FOR THE COMPANY:

DocuSigned by:

Elizabeth Sanchez
Executive Vice President
Zum SF

3/1/2025
Date

FOR THE UNION

DocuSigned by:
Lourdes Garcia

Lourdes M. Garcia
Secretary-Treasurer
Teamsters Local 572

3/6/2025
Date

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

Appendix A – Table of Wage Rates

	Original Zum	Current	July 2024	July 2025	July 2026	July 2027
Drivers						
1st School Year	$26.72	$27.52	$29.87	$30.76	$31.69	$32.64
2nd School Year	$27.03	$27.84	$30.19	$31.10	$32.03	$32.99
3rd School Year	$27.34	$28.16	$30.51	$31.43	$32.37	$33.34
4th School Year	$27.65	$28.48	$30.84	$31.77	$32.72	$33.70
5th School Year	$27.96	$28.80	$31.16	$32.10	$33.06	$34.05
Thereafter	$33.75	$34.76	$36.66	$37.76	$38.89	$40.45
*An additional $.67 cent increase for air brakes, conventional/transit.						
Attendant	$18.72	$19.28	$21.56	$22.21	$22.88	$23.79
Pre-Trip Trainer	$16.04	$1.50	$1.50	$1.55	$1.59	$1.66
BTW Trainer	$37.00	$38.11	$38.11	$39.25	$40.43	$42.05
State Instructor	$40.00	$41.20	$41.20	$42.44	$43.71	$45.46
ASE Master Mechanic (Premium above Tech 1 Rate)		N/A	$3.00	$3.00	$3.00	$3.00
Lead	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00
Tech I	$38.00	$39.14	$41.50	$42.74	$44.02	$45.78
Tech II	$36.00	$37.08	$39.00	$40.17	$41.38	$43.03
Non-Revenue	$16.04	$16.04	Min. Wage + 3%	Min. Wage + 3%	Min. Wage + 3%	Min. Wage + 4%

Effective Dates: Rate increases for the 2024-2025 school year shall be retroactive to July 1, 2024. Thereafter, an employee scheduled to receive an annual increase in their straight-time hourly rate of pay as provided in the Table of Wage Rates in this Appendix shall receive such increase commencing on the first (1st) day of the first pay period worked after the annual fall bid.

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

WAGE NOTES: For drivers in school years 1-5, the wage progression is down diagonally to the right each school year. Drivers with six plus (6+) years, the wage progression is to the immediate right each school year.

ASE Master Tech $3.00 above Tech I (must maintain certification at all times or the employee will lose the differential).

PAYROLL NOTES

Payroll Note #1: **SCHOOL YEAR DEFINED:** For the purpose of administering the provisions of this Agreement, a school year shall be defined as being the twelve (12) month period commencing with the first day of fall classes in a regular school year.

Payroll Note #2: **DRIVER TRAINERS:** The Company may assign an employee who in its honest business judgement, is fully qualified, to driver trainer classifications, and may similarly remove such employee(s) from the classification; provided, however, that the Company shall advertise the positions and select the most senior employee whenever more than one (1) employee is fully qualified and interested.

Pre-Trip Trainers shall receive the designated premium above the applicable driver rate for the individual's years of service, when they are actively performing pre-trip trainer duties and when they are performing home to school routes on the days in which they train.

State Delegated Behind-the-Wheel (BTW) Trainers and State Certified Instructors shall receive the designated BTW or State Certified Instructor rate in Appendix A (Wages), when they are performing BTW, State Instructor Trainer duties or when they are performing responsibilities for home-to-

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

school routes. Employees assigned to this position shall receive no less than eight (8) hours per day.

Payroll Note #2: (CONTINUED)

The Company shall periodically circulate or post a sign-up sheet for an employee to sign indicating their interest in Driver Trainer positions.

Payroll Note #3

MAINTENANCE DEPARTMENT LEADMAN: The Company may, entirely at its option, assign an employee to a Leadman Position and may subsequently remove such employee from the position at its option. The Leadman shall be paid two dollars ($2.00) per hour in addition to their base, straight time hourly rate of pay for all hours so assigned.

Payroll Note #4

MAINTENANCE DEPARTMENT SHIFT PREMIUM: A maintenance department employee shall be paid an additional fifty cents ($0.50) per hour for every hour worked on a shift that begins at or after 2:00 p.m. A maintenance department employee shall be paid an additional seventy-five cents ($0.75) per hour for every hour worked on the graveyard shift. The graveyard shift shall be defined as shifts starting after 11:00 pm, but before 5:00 am.

Payroll Note #5

EFFECTIVE DATES: An employee scheduled to receive an annual increase in his/her straight time hourly rate of pay as provided in the Table of Rates in this Appendix shall receive such increase commencing on the first (1st) day of the first fourteen (14) day pay period worked after the annual fall bid.

Payroll Note #6

COVER DRIVER: An employee assigned as a Cover Driver/Standby Driver who reports to work as scheduled at the start of their shift and does not absent themselves for any part of their scheduled shift shall receive a guarantee of

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

seven (7) hours for the day. Such Cover Driver shall also receive a differential of one dollar ($1.00) in addition to his/her base, straight-time rate of pay for all of the hours in such guarantee.

Payroll Note #7 **SNOW CHAINS:** Drivers assigned to charter or other extra-curricular trips that are instructed or required by the CHP or other agency to manually apply or remove snow chains on a bus because of weather, or road conditions, shall be paid a seventy-five dollar ($75.00) differential in addition to their wages earned for the day.

Payroll Note #8 **NON-PYRAMIDING:** No employee shall receive both daily and weekly overtime for the same hours.

Payroll Note #9 **MINIMUMS:** The rates of pay outlined in Appendix "A" are minimums only. No employee may be paid at a rate lower than that provided for his/her classification. The Company may at its option, elect to credit some or all of an employee's prior service or experience for the purpose of establishing a higher initial placement on the wage progression scale.

Payroll Note #10 **LEAD STANDBY/COVER ATTENDANT:** Lead/Standby/Cover attendants shall be paid fifty cents ($.50) per hour (ON ALL HOURS) provided they meet eligibility requirements that shall be posted during the bid.

Payroll Note #11 **ANNUAL FALL BONUS:** Effective September 1, 2024, and each September 1ST thereafter, the Company shall pay a fall bonus as noted below to all employees who have returned to work from the summer break and have not had more than two (2) unexcused absences in the preceding school year.

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

- Drivers without a midday - five (5) hours of pay
- Drivers with a midday - six (6) hours of pay
- Cover drivers - six (6) hours of pay
- Attendants - four (4) hours of pay

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

APPENDIX "B" – EMPLOYEE BENEFITS

1. LEAVES OF ABSENCE

Section 1 - **LEAVE OF ABSENCE:** A leave of absence may be granted in accordance with Company policy. A leave of absence is an excused absence without pay and without loss of seniority. All leaves of absence shall be requested and granted in writing.

Medical leaves of absence shall be granted with proper medical verification and as required by law. In the case of illness, medical verification for a leave must accompany the request.

The limitation on non-statutorily protected medical leaves will be for a period of sixty (60) days (in 30-day increments). Medical leaves may be extended by the Company upon written request if necessary, up to a maximum of one (1) year (or a maximum of two (2) years for a leave due to an on-the-job illness or injury). No employee will be granted more than one leave per calendar year, excluding the FMLA, CFRA, PDL or other statutorily protected leave. The Company reserves the right to determine the number of employees on leave of absence at any time, excluding employees on FMLA, CFRA, PDL or other statutorily protected leave.

Personal leaves of absence may be granted to eligible employees with the approval of the Company in accordance with company policy for up to 30 days. Such personal leaves shall not be unreasonably withheld.

A leave of absence shall not be granted for the purpose of taking another job outside the Company.

A leave of absence granted for official Union business, when requested by the Union in writing not less than forty-eight (48) hours in advance, shall not count toward an employee's available personal leave time or against an employee's attendance record.

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

Section 2 - **WRITTEN REQUEST:** A request for leave of absence or for an extension must be made in writing by the employee and approved in writing by the Company, and such approval must include the specific date upon which the employee must return to work. An employee who does not return to work at the end of a leave of absence may be subject to discharge. Employees with extenuating circumstances shall notify the Company immediately.

Section 3 - **FAMILY MEDICAL LEAVE ACT (FMLA):** An employee who has worked seven-hundred 700 hours within a twelve (12) month period is eligible for unpaid leave of the type set forth in the Family Medical Leave Act of 1993 and any applicable state law. Eligible employees are entitled to at least twelve (12) weeks of unpaid leave during any rolling twelve (12) month period, when the leave is taken for one or more qualifying circumstances.

The employee's seniority rights shall continue as if the employee has not taken leave under this section, and the Company will maintain any health insurance coverage during the period of leave. Employees will be responsible for all employee portions of their premium payments to maintain health benefits during their period of leave.

If the leave is foreseeable, the employee must provide at least thirty (30) days' notice to the Company, otherwise, the employee must provide the Company with notice as soon as it is practicable. The Company may require the employee to provide a written report from a licensed medical physician stating that the leave is necessary and the date the employee is likely to return from such leave.

2. BEREAVEMENT LEAVE

Section 1 - **ENTITLEMENT:** Qualified employees are eligible to receive up to five (5) days of bereavement leave upon the death of a qualifying family member. Up to five (5) days of leave is available for each qualifying occurrence. Leave under this section may be consecutive or intermittent; however, employees must utilize intermittent bereavement leave within three (3) months of the qualifying family member's death.

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

Section 2 - **QUALIFIED EMPLOYEE:** An employee is eligible for bereavement leave in Section 1 once they have been employed for at least 30 days prior to the commencement of the leave.

Section 3 - **QUALIFYING FAMILY MEMBER:** A qualifying family member includes a spouse, child, parent, sibling, grandparents, grandchild, domestic partner, or parent-in-law as defined in the California Family Rights Act (CFRA).

Section 4 - **PAYMENT:** Employees who travel out of state are entitled to five (5) paid days of bereavement leave and do not have to use their own benefit time. Employees who do not require out-of-state travel are entitled to three (3) paid days of bereavement leave. For the two (2) additional days, employees may use vacation, sick pay, or request unpaid leave. Payment of bereavement leave will be based upon an employee's normal daily pay (including District and Company time), if applicable.

Section 5 - **DOCUMENTATION:** The Company may require that the employee provide documentation of the death, including a death certificate, published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency. The documentation, if requested by the Company, must be provided within 30 days of the first day of bereavement leave. The Company must maintain the confidentiality of an employee who requests bereavement leave under this section and all related documentation must be maintained as confidential, disclosed only as required by law.

3. JURY DUTY

Section 1 - **JURY DUTY PAY OFFSET/LIMIT:** An Employee who is required to complete jury duty shall, subject to the provisions of Section 2 of this Article, receive pay at their average daily route standard for each day of work lost because of such service, for up to thirty (30) days during the term of this Agreement less any monies received from the court for jury duty service (see Section 3 below, for calculation of jury duty pay).

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

Section 2 - **JURY DUTY ELIGIBILITY:** To be eligible to receive benefits under this Article, an employee must immediately notify the Company of the receipt of a summons or notice to appear for jury duty and must cooperate with the Company, if required, in requesting a postponement or other consideration of the Company's legitimate business needs.

Section 3 - **CALCULATION OF JURY DUTY PAY:** Jury duty wages as provided in this Article shall be calculated at the employee's current wage rate with any differentials located in Appendix A (Wage Table). The hours used for payment of daily Jury Duty Service shall be based upon the average daily route standard, which is not to exceed a maximum of eight hours for each day worked during the two-week period immediately preceding Jury Duty Service.

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

4. SICK LEAVE (DRIVERS AND ATTENDANTS):

Section 1 - **CALCULATION OF SICK PAY:** The Company will comply with the requirements of the State Law, including California Paid Sick Leave (CPSL). On July 1st of each school year, a continuing employee covered under this Agreement shall have a front load of five (5) working days at the current Average Daily Route Assignment or forty (40) hours of sick pay, whichever is greater, posted to their account and available for their use as provided in this Section.

A new employee in their first year of service, who was hired after July 27 or during the current school year will accrue sick leave in the amount of one and a half (1.5) hours for every twenty (20) hours until attaining up to a maximum of forty (40) hours of sick leave or five working days at the current Average Daily Route Assignment. Newly hired employees will not be eligible to use any sick leave until after their first ninety (90) days of continuous employment.

Section 2 - **USE OF SICK PAY:** An employee shall be eligible to use their available sick pay beginning with the first (1st) day of absence for the following reasons:

Paid sick leave may be used for the following reasons:

1) For diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member; or
2) For an employee who is a victim of domestic violence, sexual assault, or stalking:
    a) To obtain or attempt to obtain a temporary restraining order, restraining order, or other injunctive relief;
    b) To help ensure the health, safety, or welfare of the victim or the victim's child;
    c) To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

d) To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking;
e) To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; or
f) To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

"Family member" means a child (including biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis (adult responsible for minor in place of parent), all regardless of age or dependency status); spouse; registered domestic partner; parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child); grandparent; grandchild; sibling; or designated person (*a person identified by the employee at the time the employee requests paid sick leave*). Employees are limited to selecting one designated person per 12-month period for paid sick leave.

Unless the employee advises the Company otherwise, the Company will assume, subject to applicable law, that employees want to use available paid sick leave for absences for reasons set forth above and employees will be paid for such absences to the extent they have paid sick leave available.

Employees must notify their supervisor orally or in writing. If the need for paid sick leave is foreseeable, the employee must provide reasonable advance notification. If the need for paid sick leave is unforeseeable, the employee must provide notice of the need for the leave as soon as practicable.

Employees eligible for sick leave may use available benefit hours in increments of two hours or more.

New employees are not eligible to use any sick leave until after ninety (90) days of continuous employment.

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

An employee who falsifies a sick leave request as a subterfuge for absence from work for any reason other than a reason covered under California Sick Leave law shall receive no pay for such days of absence and shall be subject to disciplinary action, up to and including termination.

Section 3 - **PAYMENT OF SICK PAY:** Eligible employees will receive payment for paid sick leave, at the same wage as the employee normally earns during regular work hours, unless otherwise required by applicable law, by the next regular payroll period after the leave was taken. Use of paid sick leave is not considered hours worked for purposes of calculating overtime.

Section 4 - **UNUSED SICK PAY:** An employee who does not use the sick pay posted for their use during any service year will carry over the unused sick pay into the next service year; provided, however, that no employee may carry more than the maximum accrual (accrual cap) of one-hundred (100) hours. Once the accrual cap is reached, paid sick leave will be cashed out on the last paycheck of the regular school year.

Beginning in the 2025-2026 school year, employees will have the option of cashing out up to twenty-four (24) hours of available sick pay in the month of December. Such cashouts will be paid in the first pay period of December.

Accrued but unused paid sick leave under this policy will not be paid at separation.

Section 5 - **NO RETALIATION FOR USE:** Retaliation or discrimination against an employee who requests paid sick leave or uses paid sick leave, or both, is prohibited.

5. VACATION - DRIVERS AND ATTENDANTS

Section 1 - **QUALIFICATION FOR VACATION PAY:** An employee may qualify for vacation as set forth in Sections 2 and 3 of this Article.

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

Section 2 - **QUALIFICATION BY HOURS:** All drivers and attendants who work thirteen hundred (1300) hours in a school year shall accrue five (5) days of paid vacation after one (1) year of employment.

Section 3 - **QUALIFICATION BY STANDARDS:** Drivers and attendants who do not work thirteen hundred (1300) hours will accrue five (5) days of paid vacation per year, subject to the following:

Drivers and attendants will lose one day of paid vacation for each occurrence of employee error liquidations, preventable accidents, unsafe work acts, and unapproved call offs (partial or full day), except in the case of emergency hospitalization, jury duty, bereavement leave or other contractually protected leave. No employee will be disqualified from paid vacation time if they do not bid, once all routes are covered and they are not scheduled to work during the summer session; or as a result of using their California Paid Sick Leave or other legally protected leave, such as FMLA.

Section 4 - **SCHEDULING OF VACATION:** All vacation time shall be taken during each school year and all requests shall be submitted to the General Manager for approval. Vacations can be taken one day at a time upon approval by the Company. Conflicts in vacation dates shall be determined by seniority.

Section 5 - **CALCULATION OF VACATION TIME:** Vacation pay shall be calculated on the driver/attendant (ADR) standard of the route worked at the time the vacation is taken or paid, these calculations will be performed using hours worked by an employee during the pay period immediately preceding the vacation not to exceed eight (8) hours per day or be less than the daily guarantee.

Section 6 - **APPROVAL/DENIAL OF VACATION REQUEST:** The employee will be provided with a copy of their vacation request form within seventy-two (72) hours of submission, with the notation as to whether the vacation has been approved or not, and the employee's vacation balance.

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

Section 7 - **NOTIFICATION OF EARNED VACATION:** By July 15th of each year, the Company will provide the Union with a list of all employees who earned vacation under this Section. The Company will also provide written notice to individual employees of their vacation accrual by July 31st. The Company must provide verification to the Union of all vacation time lost because of reasons identified in Section 3 of this Article.

Section 8 - **CASHING OUT VACATION TIME:** Vacation days cannot be banked, deferred, or carried over from one year to the next; however, an employee may elect to cash out one or more unused vacation days annually before August 1st.

Drivers and attendants who meet the 1300 hours threshold in Section 1 above, may cash out vacation days upon reaching this threshold.

Drivers and attendants whose vacation requests are rejected by the Company have the option of cashing out the requested vacation at that time.

6. PAID HOLIDAYS - DRIVERS AND ATTENDANTS

Section 1 - **HOLIDAYS DESIGNATED:** The following days shall be recognized as paid holidays for non-probationary Drivers and Attendants covered by this Agreement:

Labor Day (Starting 2025)	Dr. Martin Luther King
Veterans Day	President's Day
Thanksgiving Day	Memorial Day
Day After Thanksgiving	One (1) Floating Holiday

Section 2 - **PAYMENT OF HOLIDAY:** A non-probationary employee shall receive pay at their straight-time hourly rate for the number of hours in their current route standard for each of the above holidays, provided that the employee works their last scheduled assignment the day prior to the holiday and on the first assigned day after the holiday.

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

Section 3 - **INDEPENDENCE DAY (JULY 4TH):** Starting in 2025, each regular employee who successfully bids and works a summer school position will be paid for the observed July 4th holiday. All other eligibility and pay provisions concerning holidays specified above will apply if:

a) The employee has completed their probationary period
b) The employee works in the week in which the holiday falls, and
c) The employee works their last scheduled workday before, and first scheduled workday after the holiday.

Section 4 - **ADJUSTMENT OF HOLIDAY OBSERVATION:** The observance of the holidays listed above may be adjusted to conform with the distribution of the school year calendar and required dates of service to the customer. The Union and the Company will meet and mutually agree on adjusted holiday observation days.

7. SICK LEAVE - MECHANICS ONLY

Section 1 - **CALCULATION OF SICK PAY:** On August 1st each year, a continuing Mechanic covered by this Agreement shall be credited with a front load of eighty (80) hours of sick pay or ten (10) days, whichever is greater. New employees shall receive an initial allotment of twenty-four (24) sick pay hours, and upon hire date, immediately begin accruing additional sick pay hours at a rate of one (1) hour for every thirty (30) hours worked until reaching the maximum hours allowed for the year. New employees are not eligible to use accumulated illness hours until after 90 calendar days.

Section 2 - **USE OF SICK PAY:** At any time on or after the first 90 calendar days of employment of their date of hire, a Mechanic shall be eligible to apply for benefits from their accumulated absence balance for full or partial day absences from work due to personal illness, injury or absences protected by Federal or California State Law. A doctor's return to work note will be required after more than three (3) consecutive days of absence.

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

Section 3 - **PAYMENT OF SICK PAY:** Sick pay will be based upon an allocation of no more than 8 hours per employee's normal daily work schedule, with pay as provided in Appendix A (Wages) of this Agreement with any differentials. A Mechanic's sick hours shall be paid in full or partial day equivalents.

Section 4 - **UNUSED SICK HOURS:** A mechanic who does not use the sick pay posted for their use during any service year shall carry the unused sick pay over into the next service year; provided, however, that no employee may carry more than twenty (20) days of sick pay.

8. VACATION MECHANICS - MECHANICS ONLY

Section 1 - **SCHEDULE OF EARNED VACATION:** A Mechanic covered by this Agreement shall earn vacation according to the following schedule:

a) One (1) year of service	Two (2) weeks
b) Eight (8) years of service	Three (3) weeks

Section 2 - **SCHEDULING AND NOTIFICATION:** Mechanic vacation choices shall be determined by seniority. All mechanics shall furnish early pick vacation preferences for the next calendar year to their immediate supervisor between December 1st through December 15th. By December 1st each year, the Company shall provide block out periods during which vacation time may not be taken. This normally is the week preceding and the week of return to school in the fall.

Employees may select vacations for the following year from January 15th through December 31st. No employee may select more than two weeks during the early pick. Duplicate early picks shall be determined by seniority. The Company shall notify employees of the results of the early pick bid by January 15th of each year. Vacation openings after the early pick is conducted will be given on a first come first choice basis.

A mechanic wishing to take vacation must notify the Company not less than thirty (30) days prior to the date on which he/she proposes to commence the vacation.

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

Section 3 - **PAYMENT OF VACATION PAY:** Vacation may be taken in full day or half day increments with a thirty (30) day notice, and vacation shall not commence prior to the anniversary date on which it is earned under the schedule provided in Section 1 of this Article.

Section 4 - **CALCULATION OF VACATION PAY:** Pay for vacations provided in this Article shall be calculated at the Technician's base, straight-time of pay and paid as follows:

a) To a mechanic eligible to receive two (2) weeks of vacation as provided in Section 1 (a) of this Article, 0384 hours' pay for every hour worked or paid for during the employees preceding anniversary year;

b) To a mechanic eligible to receive three (3) weeks of vacation as provided in Section 1 (b) of this Article, 0576 hours' pay for every hour worked or paid for during the employees preceding anniversary year;

9. HOLIDAYS - MECHANICS ONLY

Section 1 - **HOLIDAYS DESIGNATED:** Effective with the ratification of this Agreement and subject to the provisions of Section 2 and 3 of this Article, a non-probationary Mechanic assigned to a classification covered by this Agreement shall receive ten (10) paid holidays according to the Company's corporate holiday calendar which shall be posted, with a copy to the Union Business Representative, no later than December 1st of the preceding year.

Section 2 - **PAYMENT OF HOLIDAY PAY:** Holiday pay as provided in this Article shall be calculated at the Mechanic's base, straight-time rate of pay and shall be based upon the average number of straight-time hours per day that the Mechanic has worked during the two-week period immediately preceding payment.

Section 3 - **WORK REQUIREMENTS FOR ELIGIBILITY:** To be eligible to receive holiday pay as provided in this Article, a Mechanic must work the last

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

scheduled workday prior to the holiday and the first scheduled workday following the holiday.

Section 4 - **PAY FOR TIME WORKED ON A HOLIDAY:** A Mechanic who works on a day recognized as a holiday in this Article shall receive holiday pay plus their regular rate of pay for all hours worked on the holiday.

10. HEALTH & WELFARE BENEFITS - DRIVERS, ATTENDANTS AND MECHANICS

DRIVERS/ATTENDANTS: (Employee Only)

Drivers and Attendants are eligible for Health and Welfare Benefits including Medical, Dental and Vision, on the 1st of the month following 30 days of employment. The company will contribute 70% of the premiums for employee only coverage. The employee will contribute 30% of employee only coverage. Dependent coverage is available at the employee's 100% expense.

Starting with the 2025-2026 plan year, the company will contribute 75% of the premiums for employee only coverage. The employee will contribute 25% of employee only coverage. Dependent coverage will remain available at the employee's 100% expense.

Drivers and Attendants must work an average of 27.5 hours per week to qualify for medical benefits.

Seventeen (17) payroll deductions will be taken to cover the medical coverage for a full twelve (12) month plan year.

MECHANICS: (Employee only, & Dependent Coverage)

Mechanics are eligible for Health and Welfare Benefits including Medical Dental, and Vision, on the 1st of the month following thirty (30) days of employment. The company will contribute 80% of the employee only and dependent premium. The employee will contribute 20% of the employee only and dependent premium.

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

Mechanics must work an average of thirty (30) hours per week to qualify for medical benefits.

Twenty-Six (26) payroll deductions will be taken to cover the medical coverage for a full twelve (12) month plan year.

The average weekly hour requirement for Drivers, Attendants and Mechanics in this section will not apply in any week in which work is not available.

Section 2 - **MAINTENANCE OF BENEFITS:** The Company retains the ability to change the group medical insurance plan and substitute comparable or better group medical insurance plan options.

Section 3 - **PAYROLL DEDUCTION SCHEDULE:** The Company and the Union will meet annually between mid-May and mid-July to discuss a health coverage payroll deduction schedule that is coordinated with the school calendar for SBCUSD in an effort to eliminate and/or mitigate annual arrearages.

Section 4 - **CHANGES IN LAW:** In the event Federal or State laws are adopted or amended that materially affect the Company's requirements regarding group health plans in any regard, the Company and the Union shall meet as soon as practicable to negotiate over such effect on or such changes as may be required to the affected terms of the collective bargaining agreement.

Section 5 - **OPEN ENROLLMENT:** Every year, the Company will hold an in-person open enrollment at each facility covered by this Agreement.

11. PENSION/SAVINGS PLAN

Effective the date of contract ratification, the Company will contribute ten cents ($.10 cents) per straight time hour worked up to a maximum of one hundred and seventy-three (173) hours per month for each employee covered by this Agreement to the Teamsters Local 572 Retirement plan.

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

Effective July 1, 2025, the Company will contribute twenty cents ($.20 cents) per straight time hour worked up to a maximum of one hundred and seventy-three (173) hours per month for each employee covered by this Agreement to the Teamsters Local 572 Retirement plan.

Effective July 1, 2026, the Company will contribute thirty cents ($.30 cents) per straight time hour worked up to a maximum of one hundred and seventy-three (173) hours per month for each employee covered by this Agreement to the Teamsters Local 572 Retirement plan.

Effective July 1, 2027, the Company will contribute fifty cents ($.50 cents) per straight time hour worked up to a maximum of one hundred and seventy-three (173) hours per month for each employee covered by this Agreement to the Teamsters Local 572 Retirement plan.

12. LIFE INSURANCE:

The Company shall provide 100% Company-paid Accidental Dismemberment & Accidental Death Insurance in the amount of $25,000.

13. 401K PLAN

Section 1 - **PLAN PARTICIPATION**: Employees are eligible to participate in the Company's 401(k) for employees working their respective job classifications subject to the terms and restrictions of the plan.

Section 2 - **MATCHING COMPANY CONTRIBUTION:** The Company will match a percentage of employees' 401K contributions each pay period up to the employee's contribution of 5%, with a maximum Company contribution of 2.5%.

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

Contribution Examples only:

1) If employee contributes 4% each pay period, ZUM SF/SB will contribute 2%

2) If employee contributes 5%, ZUM SF/SB will contribute the max amount of 2.5%

3) If the employee contributes 6%, ZUM SF/SB will still max contributions at 2.5%

Docusign Envelope ID: 0F4203BE-C7C8-4EF8-B7A1-785F25033AFE

APPENDIX "C" – INITIAL SENIORITY

The initial seniority list was established by the Company with the following seven (7) employees at the top of the seniority list:

1.	Jones Braddock, Tasha A.	08/03/2022
~~2.~~	~~Fuentes, Darcy~~	~~09/29/2022~~
3.	Jackson, Shyla	10/17/2022
4.	Rosas, Maria	11/03/2022
5.	Zamora, Sorayda Maria	02/07/2023
~~6.~~	~~Sylvester, Rashad~~	~~05/12/2023~~
~~7.~~	~~Ford, Antwinette~~	~~06/21/2023~~

Thereafter, the Company honored the seniority of former Durham employees who performed work for the San Bernardino City Unified School District and were hired by the Company by July 14, 2023. As such, these employees were placed on the seniority list in accordance with their Durham seniority dates.

Lastly, employees hired on or after July 14, 2023, were placed on the seniority list by classification on their date of hire or on the date they became part of the bargaining unit, as reflected in Article 8, Section 1 of this Agreement.